

THE BUILDER,

No. XLII.

SATURDAY, NOVEMBER 18, 1843.

WORTHING NEW CHURCH.
(Important Case for Builders.)

COURT OF BANKRUPTCY—OCT. 6.

IN RE JOHN ELLIOTT, BUILDER, &c.,
CRICKETER.

(Before Commissioner Sir C. H. Williams.)

THE *Brighton Herald* of last week contains a very long and full report of a most interesting inquisition in the above-named affair. We could have wished to have transcribed the whole of it to our paper, but perhaps it would hardly have justified the occupation of two or three pages. Unfortunately, these cases are no novelty; yet we seldom find public attention drawn to them; and if it were more frequently, we should obtain a cure for the frightful evils in the building system which it reveals. Somehow, it has come to be notorious among us that church building engagements do anything but add to the reputation and the fortune of their builders; in nine cases out of ten the ruin of the builder is associated with some church contract; and respectable tradesmen, in London particularly, have their suspicions awakened immediately on being applied to in supply materials to a builder who has entered into such a contract. Cheap churches, where the job has been to build all out of the builder, or dear churches, where the job has been on the opposite tack, with a builder on the committee, are all we hear of—and these latter as one to one hundred of the former—only now and then, in cases "*few and far between*," do we hear of a church ending to the satisfaction of all parties concerned. There is something rotten in the system, not as regards the church, nor workhouse and almost all public contracts reveal the same; but the general standard of morality is, we fear, on a low scale. Cunning gentlemen, like the Rev. Mr. Davison perhaps, who have a "*keack*," in these things, with the reputation of being very *hawk-eyed*, which in other words means very suspicious, are thrust forward, or thrust themselves forward, to show their skill in cutting and plying down before the contract is made, reducing the builder's estimate to the lowest possible straining of his credulity and confidence, and afterwards enforcing and watching to the turn of a screw or the driving of a nail.

But in this case at Worthing, we have one of the most striking examples of an evil system. We do not intend to enter into any fierce or impassioned denunciations of any party, it is the system we have to reprobate and amend. Mr. Elliott and Mr. Davison are both in the wrong, at least it appears so to our view, and we are quite amused at the *naïveté*, the simplicity of the *learned* bankruptcy commissioner, when he expresses astonishment at matters which, if his attention, or that of some other in high station like himself, were properly directed, he would find in practice every day; but we shall proceed to lay before our readers such portions, or a summary of the examination, as will enable them to obtain a proper understanding of it.

October 6.

The Rev. Peter Wood, rector of Broad-chapel, and the Rev. Win. Davison, perpetual chaplain of Worthing chapel, appeared in answer to summonses, to give evidence touching the non-payment of a large sum of money alleged to be due by them to the bankrupt's estate,

and the withholding of which money was assigned by the bankrupt as the sole cause of his bankruptcy.

Mr. M. Chambers appeared for the assignees; Mr. Ogil for the witnesses.

Mr. Davison was the first witness examined. He states that there was no committee, and from Mr. Wood's evidence on a subsequent day, it appears that Mr. Davison acted as his "secretary, and particular friend." Mr. Davison says, he first became acquainted with Mr. Elliott through "a letter, written to Mr. Wood by Mr. Tomblins, respecting him, accompanied by the drawing of a church he had built. At the first meeting with Mr. Elliott, Mr. Wood and myself were present, and certain plans, which had been prepared for the proposed church, were shown to Mr. Elliott, and the amount for which such a church could be built was discussed. Mr. Wood mentioned the sum which he thought such a church would cost, and Mr. Elliott said he thought he could build a church like that for such a sum, 3,000*l.* was the sum named."

After this, it appears, a considerable time elapsed before Mr. Elliott was applied to again. Meanwhile tenders were procured from other builders, but the amounts were too large for Mr. Wood's inclination. At length it was settled with Mr. Elliott to build a church of equal accommodation to that proposed by Mr. Wood's plan, for the sum of 3,000*l.*, and this was afterwards increased, during the negotiations for a contract, and before the church was commenced, to 3,500*l.*

At length the plans and specifications are made complete, and copies deposited with the Incorporated Society; but almost immediately after the commencement of the works, it would appear that alterations were made upon a scale and conducted in a manner to constitute a new structure, in which that embraced in the plans may be said to have been enveloped or swallowed up.

Here the history of one set of changes, and the fruit of intermeddlings, not that we so much quarrel with the intermeddlings, as with the absence of that right spirit which first directs justice in our engagements; but the meddling came at the wrong time and in a wrong spirit.

Mr. Davison is asked by Mr. Chambers, "Does the book of plans, now produced, show the church now erected?—No; it does not. There have been alterations. The view of the church fell into the hands of the Camden Society, and a very bitter article appeared in their publication."

"Were these alterations made at the suggestion of that society?—They were made at the suggestion of the Camden Society, of Mr. Wood, and Mr. Elliott, and they were altered accordingly."

"Then Mr. Elliott altered the church sometimes to please himself, sometimes to please Mr. Wood, and sometimes to please the Camden Society?—No, Sir. These alterations were made under a specific agreement. These alterations consisted in the introduction of stone piers and arches, raising the clerestory, and inserting windows therein, and an alteration of the form of roof, previously sanctioned by the Incorporated Society."

So much for high pitched roofs to keep us in the fashion of architecture, as high-crowned hats one day, and low-crowned another, are regulated by the caprice of the fashions; but to proceed.

The works were begun in October, 1840, but it was not till the month of April, 1841, or after that, that the agreement was signed. This agreement was put in evidence, and a handed

up to Mr. C. Williams, who, observing that there was a marginal note, in writing differing from the body of the agreement, inquired of the witness how it came there, and to whom the initials W. D. belonged? The witness answered that the marginal note was added by himself. His Honour observed that he had never met with such a case before,—that a witness to such an important document as this, should think of adding a clause in a marginal note, which placed Mr. Elliott completely at Mr. Wood's mercy. If Mr. Elliott had agreed to such a clause, the proper course would have been for him and Mr. Wood to have put their initials to it; and it was in no respect binding on Mr. Elliott. Mr. Davison explained that it was usual to have such a clause in agreements, and that he considered it an omission that ought to be supplied."

Mr. Elliott, it would appear, was disposed to place in Mr. Davison the same amount of confidence as that reposed in him by Mr. Wood, and to make him, in fact, their mutual referee; but we shall hear as we proceed how Mr. Davison discharged the duty he undertook—an onerous and extremely responsible duty we will admit, and therefore requiring in that reverend gentleman so much the more scrupulous an adherence to the rules of justice as affecting both parties—Mr. Elliott as well as his friend Mr. Wood. In truth, we can clearly perceive that if Mr. Davison had been properly disposed, he could have saved both parties and himself the immense amount of trouble and disgrace which the affair has occasioned. Mr. Elliott goes on conferring with Mr. Davison as to alterations, meanwhile proceeding with the works, and no specification concluded on; in fact, keeping these things open as it were until Mr. Davison should have made up his mind fully as to what the church should be, and then, to crown all, signs the agreement as prepared by Mr. Davison's directions, putting himself absolutely at the mercy or caprice of that reverend gentleman.

Mr. Davison's cleverness or "*shock*," as his friend Mr. Wood describes it, does not seem to desert him even in the Court of Bankruptcy; but we find it running in rather a questionable track when he is admonished by his Honour "not to evade the questions put to him;" the end of his examination had reference to the agreement.

Again, when Mr. Chambers says—"Look at this *black page*, and tell me if there was not, at that time, pencil writing on it?" "Yes, Sir, pencil marks on it which remain to this day."

"Were not the words, which have been rubbed out, as follows:—'In case of any dispute arising respecting the works, the same should be settled by reference to some third person, mutually appointed by the Rev. P. Wood and the contractor?'" "They remain there till the present day, but it was not written by Mr. Elliott before the papers were brought back to me; and you will find similar remarks elsewhere that were discussed by us at the time."

What comment, let us ask our readers, would they have as make upon all this? Shall we, as the commissioner observed on the second day's examination, referring to the interlineations and the marginal note, say it is as gross a thing as we have ever seen in our lives? or shall we not rather carry our minds beyond the mere acts in this affair, and its incidents, and consider what "*grossness*," what viciousness it is that admits of every day practices of this nature, where not Mr. Wood alone is one of the *subtly well disposed* men who put his business into the hands of a detestable friend "*cunning at fence*" and at driving a bargain—where not Mr. Elliott alone comes forward, anxious for business, enabling and well-intentioned—where not also Mr. Davison plumes himself, as he would seem to do, on his adroitness, and out of all this comes so much mischief, and purpose, and incidents of the like stamp, are constantly in action? The little *peering* and confined view that limits itself to the fable and lower sight of the great moral, has no remedy for such things as these, and Bankrupt Commissioners, with all their courts and forms, will fail for the remedy.